



Public Service Commission of South Carolina
Tariff Summary Sheet as of August 10, 2009

Birch Telecom of the South, Inc. d/b/a Birch Communications

Tariff Service: Long Distance

This document is the complete version of the tariff on file and contains the following approved revisions. Detailed information is available for each revision on the Commission's E Tariff website (<http://etariff.psc.sc.gov>).

Revision	Date Filed	Effective Date	# of Pages
E2009-231	8/4/09	8/10/09	1
<u>Summary:</u> Introduce Paper Invoice Fee			
E2009-88	4/23/09	5/4/09	7
<u>Summary:</u> With this filing we are in the process of updating our tariff to streamline our billing process. We will introduce the minimum stand alone long distance charge of \$4.95, change the toll free surcharge to be per line instead of per account, increase the minimum billing seconds to thirty, introduce the \$1.95 monthly recurring charge for stand alone long distance.			
E2008-325	9/30/08	10/3/08	2
<u>Summary:</u> With this filing, Birch Telecom of the South, Inc. is requesting a name change to Birch Telecom of the South, Inc. dba Birch Communications. This change has a related order number 2008-331 in Docket 2000-265-C.			
E2008-271	9/3/08	9/8/08	21
<u>Summary:</u> This filing makes various text and rate changes and grandfathers products.			

BIRCH TELECOM OF THE SOUTH, INC.
dba BIRCH COMMUNICATIONS
Intrastate Interexchange Services Tariff

(T)

This Tariff, filed with the South Carolina Public Service Commission, contains the rates, terms and conditions applicable to the provision of intrastate interexchange telecommunications services in the State of South Carolina by Birch Telecom of the South, Inc. dba Birch Communications. This Tariff is on file with the South Carolina Public Service Commission and copies may be inspected during normal business hours at the Company's principal place of business:

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Birch Telecom of the South, Inc. dba Birch Communications
2300 Main St. Suite 600
Kansas City, Missouri 64108
(816) 300-3000

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Wherever in this Tariff or its headings, the term "Company" or the name Birch Telecom of the South, Inc, "Birch Telecom" or "Birch" appears, that shall mean and shall refer to Birch Telecom of the South, Inc. dba Birch Communications.

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Inquiries regarding this tariff may be directed to:

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

1. EXPLANATION OF SYMBOLS

The following symbols shall be used in this Tariff for the purpose indicated below:

- (C) to signify changed rule or regulation
- (D) to signify discontinued rate or regulation
- (E) to signify a correction of an error
- (F) to signify a change in format, lettering or numbering
- (I) to signify increased rate
- (M) to signify text moved without change
- (N) to signify new rate or regulation
- (P) to signify change practice
- (R) to signify reduced rate
- (T) to signify a change in text but no change in rate or regulation

2. APPLICATION OF TARIFF

The service rates and regulations set forth in this Tariff are generally applicable to the provision of intrastate interexchange telecommunications services and non-switched local exchange telecommunications services by Birch Telecom of the South, Inc. (the "Company").

3. DEFINITIONS

As used in this Tariff, the following terms shall have the following meanings unless the context otherwise requires:

Company, the – Birch Telecom of the South, Inc., unless the context indicates otherwise.

Commission – South Carolina Public Service Commission, unless the context indicates otherwise.

Customer — The person, firm, corporation or other legal entity that contracts with the Company to receive telecommunications services from the Company.

Customer Premises – One Customer Premises is all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings on the same property.

Circuit — A communications path of a specific bandwidth or transmission speed between two or more points of termination.

Facilities — All Company-owned or operated equipment and Cable Facilities used to provide telecommunications services.

Individual Case Basis — A service arrangement in which the conditions, rates, and charges are developed based on the specific circumstances of the case.

LATA – Local Access and Transport Area

Premises — A building or structure on property not separated by a public right-of-way. The property may be divided by a private right-of-way or easement, such as a railroad right-of-way.

Personal Account Code – A numeric or alphanumeric sequence that uniquely identifies a Calling Card.

Private Line Service - An unswitched full-time transmission service utilizing the Facilities to connect two or more designated locations of the same Customer or User.

Terminating Facilities — All equipment placed in a structure that converts the transmitted signal to a requested service type, connects the structure to the Company's network and provides a point of interface/connection to which the Customer can connect its equipment. This may include electronic equipment, cable, wiring, connecting panels and blocks.

User — A person, firm or corporation designated as a user of common carrier services furnished to the Customer. A User must be specifically named in the Customer's application for services.

4. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE

4.1 The Company shall provide intrastate interexchange telecommunications service to Customers according to the terms and conditions of this Tariff.

4.2 Rules and Regulations

4.2.1 Undertaking of the Company

- A. The Company undertakes to furnish telecommunications service pursuant to the terms of this Tariff in connection with one-way and/or two-way information transmission between points in different exchanges within the State of South Carolina.
- B. The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.
- C. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities, offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- D. The Company may undertake equipment or facilities additions, removals or rearrangements; routine preventive maintenance; or other service-affecting activities that may occur in normal operation of the Company's business. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. With some emergency or unplanned service-affecting conditions, such as an outage resulting from wiring or equipment damage, notification to the Customer may not be possible.
- E. Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility.

4.2.2 Limitations of Service

- A. Service is offered subject to the availability of the necessary facilities and equipment, necessary arrangements with other carriers and billing capabilities, and is subject to the provisions of this Tariff. The Company reserves the right not to provide service to or from a location where legally prohibited.
- B. The Company reserves the right to discontinue furnishing service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of any provision in this Tariff, the rules and regulations of the Commission, or the law.

4. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

4.2. Rules and Regulations (continued)

4.2.3 Use of Service

A. Permitted Uses

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

B. Minimum Service Period

The minimum period of service is one month (30 days), unless otherwise stated in this Tariff.

C. Fixed Service Period

If Customer and the Company have agreed to a specified term of service, then following expiration of the initial term of service, or any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' oral or written notice.

D. Termination

Any termination shall not relieve Customer of its obligation to pay any charges incurred under this Tariff or in any service order prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the service order shall survive such termination.

4.2.4 Liability

- A. The liability of the Company for any claim or loss, expense or damage, due to any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under the Tariff shall not exceed the amount of the credit allowance described in Section 4.2.5 herein. The extension of credit allowances as described in Section 4.2.5 shall be the sole remedy of Customer and sole liability of the Company for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under the Tariff. In no event will the Company be liable for any direct, indirect, consequential, incidental, exemplary, punitive, or special damages, or for any lost income or profits, even if advised of the possibility of the same.

4. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

4.2. Rules and Regulations (continued)

4.2.4 Liability (continued)

- B. The Company shall not be liable for any claim or loss, expense, or damage, due to any interruption, delay, error, omission, or other defect in service, facility, or transmission provided under this Tariff, if caused by or resulting from: any person or entity other than the Company; any malfunction of any service or facility provided by any Person other than the Company; labor difficulties; fire, flood, earthquake, or any other act of God; explosion; war; riot or civil disturbance; any law, order, regulation, direction, action or request of any federal, state or local government or any department, agency, commission, bureau, or other instrumentality of federal, state or local government; or by any other cause beyond the Company's control.
- C. The Company shall not be liable for and shall be fully indemnified and held harmless by Customer against any claim of loss, expense, or damage, including indirect, special, or consequential damage for:
 - 1. Defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content revealed to, transmitted, processed, handled, or used by the Company under this Tariff;
 - 2. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of the Company or any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by this Tariff or any agreement between the Customer and the Company; or
 - 3. Any personal injury or death of any person or for any loss of or damage to Customer Premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by gross negligence of the Company.
- D. No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
- E. THE COMPANY MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THIS TARIFF, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

4.2 Rules and Regulations (continued)

4.2.5 Interruption of Service

Customer will be entitled to a credit allowance for an interruption of service which is not caused by or does not result from the negligence or act of Customer or to the failure of channels, equipment, power supplies, and/or communications systems provided by Customer or Persons other than the Company. A credit allowance is subject to the provisions of this section and the other sections of this Tariff, including, but not limited to, the general liability provisions set forth in Section 4.2.4 herein and the terms of Section 4.2.6 herein. Customer is obligated to notify the Company immediately of any interruption in service for which the Customer desires a credit allowance.

4.2.6 Responsibility of the Customer

- A. All Customers assume general responsibilities in connection with the provisions and use of the Company's service. When facilities, equipment, and/or communications systems provided by others are connected to the Company's facilities, Customer assumes additional responsibilities. Customers are responsible for:
1. Placing orders for service; paying all appropriate charges for service rendered by the Company; complying with the Company's regulations governing the service; and assuring that its users comply with regulations.
 2. Providing:
 - (a) the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
 - (b) the name(s), telephone number(s), and address(es) of the Customer contact person(s).
 3. Paying the Company for the replacement or repair of the Company's equipment when the damage results from:
 - (a) the negligence or willful act of Customer or user;
 - (b) improper use of service; or
 - (c) any use of equipment or service provided by others.
 4. A Customer who subscribes to the Company's intrastate interexchange services and resells these services to others shall be responsible for complying with all laws and regulations of the State of South Carolina, which relate in any way to its provision of intrastate interexchange telephone service, including, but not limited to, laws and regulations regarding consumer protection, billing and collection practices, tariffing obligations, and payment of applicable taxes.

4. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

4.2. Rules and Regulations (continued)

4.2.6 Responsibility of the Customer (continued)

B. Credit Allowances

1. Credit for failure of service will be allowed only when failure of service is caused by or occurs in facilities or equipment owned, provided and billed for, by the Company.
2. Credit allowances for failure of service starts when Customer notifies the Company of the failure or when the Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.
3. Customer shall notify the Company of failures of service and make reasonable attempts to ascertain that the failure is not caused by Customer Provided Equipment, any act or omission of the Customer, or in wiring or equipment.
4. Only those portions of the service disabled will be credited. No credit allowances will be made for:
 - (a) interruptions of service resulting from the Company performing routine maintenance;
 - (b) interruptions of service for implementation of a Customer order for a change in the service;
 - (c) interruptions caused by the negligence or willful act of omission of Customer or its authorized user; or
 - (d) interruptions of service because of the failure of service or equipment provided by Customer, authorized user, or other carriers.

The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

C. Cancellation by Customer

1. Customer may cancel service any time after meeting the minimum service period.

4. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

4.2. Rules and Regulations (continued)

4.2.6 Responsibility of the Customer (continued)

D. Payment and Charges for Service

1. Charges for service are applied on recurring and nonrecurring bases. Service is billed on a monthly basis on or about the same day each month. Service continues to be provided until canceled by Customer or by the Company in accordance with provisions of this Tariff.
2. The Company will not alter the billing cycle unless affected customers are sent a bill insert or other written notice explaining the alteration not less than 30 days prior to the effective date of the alteration. Such notification is not required when a customer requests a number or billing change or when the customer disconnects and reconnects service or transfers service from one premises to another.
3. Payment will be due pursuant to applicable Commission rules. The Company includes its name and its toll-free telephone number on all invoices.
4. The Customer is responsible for payment of all charges for service furnished to the Customer, including, but not limited to all calls originated at the Customer's number(s); received at the Customer's number(s), e.g., collect, toll-free; billed to the Customer's number(s) via third-party billing; incurred at the specific request of the Customer; or placed using a calling card issued to the Customer. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
5. Service may be denied pursuant to the Commission's rules regarding disconnection of service for nonpayment. Restoration of service will be subject to all applicable installation charges.
6. Customer is liable for all costs associated with collecting past due charges, including all attorneys' fees.

4. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

4.2. Rules and Regulations (continued)

4.2.6 Responsibility of the Customer (continued)

D. Payment and Charges for Service (continued)

7. The Company sets forth the following on bills:
 - (a) the number of access lines for which charges are stated.
 - (b) the beginning or ending dates of the billing period.
 - (c) the date the bill becomes delinquent if not paid on time.
 - (d) the unpaid balance (if any).
 - (e) an itemization of the amount due for toll service, including the date and duration of each toll call.
 - (f) an itemization of the amount due for taxes, franchise fees, and other surcharges as may be necessary and appropriate.
 - (g) the total amount due.
 - (h) if applicable, the amount of a deposit and interest accrued on a deposit that has been credited to the charges stated.
 - (i) a telephone number where inquiries may be made.
 - (j) if a deposit is held by the company.
8. If notice of a dispute as to charges is not received in writing, in person or via telephone message by the Company within 30 days after billing is received by the Customer, the invoice shall be considered correct and binding on the Customer, unless extraordinary circumstances are demonstrated. Any disputed charges that cannot be resolved between Customer and the Company may be appealed to the Commission.

E. Deposits

The Company reserves the right to examine the credit record of all service applicants as stated above and require a security deposit, not to exceed two month's estimated recurring charges, when determined to be necessary to assure future payment. The security deposit will be computed by the Company in accordance with Commission rules and regulations.

Deposits held will accrue interest at a rate that is equal to the rate set by the South Carolina Public Service Commission.

If Customer pays all undisputed charges for 24 consecutive billing cycles, the deposit will be promptly refunded along with accrued interest, or credited to future charges on subsequent bills.

4. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

4.2. Rules and Regulations (continued)

4.2.6 Responsibility of the Customer (continued)

F. Returned Check Charge

The Company will bill Customer at an amount allowed by South Carolina Law if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

G. Late Payment Charge

The Company may apply a late payment charge if any portion of the Customer's payment is received by the Company after the payment due date, or if any portion of the payment is received by the "Due Before Date", in funds which are not immediately available upon presentment. The late payment charge shall be applied to the portion of the payment not received by the date due, multiplied by a factor. The late factor shall be 1.5% per month. A Finance Charge of 1.5% shall apply to the outstanding balance of charges, as at the end of the "Due Before Date", with effect from the second month after the charges are first applied, and every month thereafter.

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Collection procedures are unaffected by the application of the late payment or finance charge. The late payment charge does not apply to final amounts.

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4. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

4.2. Rules and Regulations (continued)

4.2.7 Responsibility of the Company

A. Provision of Services

The Company shall use reasonable efforts to make services available to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff and applicable rules of the Commission.

B. Credit Allowance – Information Records

For listings in alphabetical telephone directories and information records, no liability shall be attached to the Company.

C. Cancellation Credit

Where the Company cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to Customer or applied against the balance remaining on Customer's account.

D. Disconnection of Service by the Company

The Company may discontinue service or cancel an application for service, pursuant to applicable Commission rules, without incurring any liability for any of the following reasons:

1. Nonpayment of an undisputed delinquent charge; or
2. Without notice for tampering with the Company's equipment, hazardous conditions, or Customer use of equipment where it adversely affects the Company's equipment or services; or
3. Without notice in the event of a violation of any law, rule, or regulation of any government authority having jurisdiction over the service; or
4. Without notice in the event the Company is prohibited from furnishing services by order of a court or other federal, state or local government authority, bureau, agency or commission, or

4. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

4.2 Rules and Regulations (continued)

4.2.7 Responsibility of the Company (continued)

D. Disconnection of Service by the Company (continued)

5. Without notice if the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
6. Without notice if the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
7. Without notice if the Customer states that it will not or fails to comply with a request of the Company for security for the payment for service(s) or, as specified in this Tariff; or
8. Without notice if the Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or
9. Without notice if the Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by using tricks, schemes, false or invalid numbers, false credit devices, electronic devices, or other means; or
10. Without notice if the Customer's use of equipment adversely affects the Company's service to others or endangers public safety or health; or
11. Without notice if upon condemnation of any material portion of the Customer's facilities used by the Company to provide service to the Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair; or
12. Without notice for fraudulent use of the Company's network.

Residential service may not be discontinued by the Company for failure to pay charges not subject to the Commission's jurisdiction unless specifically authorized in the Company's tariffs approved by the Commission.

4. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

4.2 Rules and Regulations (continued)

4.2.7 Responsibility of the Company (continued)

D. Disconnection of Service by the Company (continued)

Service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Service shall not be discontinued on a day when the offices of the Company are not available to facilitate reconnection of service or on a day immediately preceding such a day.

Customers shall have a minimum of 21 days from the rendition of a bill to pay the charges stated. Five (5) days written notice must be given prior to disconnection of service.

E. Company Marketing Procedures

As a telephone utility under the regulation of the Public Service Commission of South Carolina, the Company does hereby assert and affirm that as a reseller of intrastate telecommunications service, the Company will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and the Company will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, the Company will be responsible for the marketing practices of my contracted telemarketers for compliance with this provision. The Company understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of South Carolina.

4.2.8 Restoration of Service

If service is disconnected for nonpayment, service will be reestablished only upon receipt of payment of all charges due, which include charges for service and facilities during the period of disconnection and which may include a service restoration fee. If the Customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order, personal check or certified check. If payment is made by personal check, restoration will be effected upon clearance of the check. When a Customer's service has been disconnected in accordance with this Tariff and the service has been terminated through the completion of the Company's service order, service will be reestablished only upon a basis of an application for new service.

4.2.9 Taxes and Surcharges

- A. Customer will be billed and is responsible for payment of applicable federal, state and local taxes, fees, assessments and surcharges assessed in conjunction with service used. All charges and fees subject to Commission jurisdiction, except taxes and franchise fees, will be submitted to the Commission for prior approval.
- B. All taxes, surcharges and assessments (i.e., sales tax, municipal utilities tax, franchise fee, etc.) will be listed as separate line items and are not included in the quoted rates.

4.2.10 Start of Billing

For billing purposes, the start of service is the day of acceptance by the Customer of the Company's service or equipment.

4. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)4.2 Rules and Regulations

4.2.11 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer provided terminal equipment or Customer provided communications systems, such as PBX, key systems or other telecommunications devices. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at its premises, including personnel, wiring, electrical power, and the like incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

4.2.12 Billing Disputes

In the event of a dispute between a customer and the Company regarding any bill for telephone service, the Company shall make an investigation as required by the particular case, and report the results to the customer. In the event the dispute is not resolved, the Company shall inform the customer of the complaint procedures of the Commission.

Notwithstanding any other section of the Company's tariffs, the customer's service shall not be subject to discontinuance for nonpayment of that portion of a bill under dispute pending the completion of the determination of the dispute, but in no event to exceed 60 days. The customer is obligated to pay any billings not disputed.

4.2.13 Dispute Resolution

This Section applies to any dispute, controversy, or claim, whether based in contract, tort, equity, statute or any other legal theory, between the Customer and the Company arising out of, or relating to, any service, product, facilities, charge, advertising, representation, act or omission of the Company, or any other dispute, controversy, or claim arising from the relationship between the parties that either the Customer or the Company has against the other, regardless of the date of accrual and even if the dispute, controversy, or claim arises after service has terminated (hereinafter collectively referred to herein as "Dispute" or "Disputes"). All Disputes must be resolved as described in this section. BY ORDERING AND/OR CONTINUING SERVICES PROVIDED IN THIS TARIFF, THE CUSTOMER AGREES THAT ANY DISPUTE WILL BE RESOLVED BY THE DISPUTE RESOLUTION PROCESS DESCRIBED HEREIN AND NOT BY A JUDGE OR JURY IN COURT.

If the Customer has a Dispute with the Company, the Customer must first call the Company's Customer Service department, at the number listed on the Customer's invoice, to attempt to resolve the Dispute. The Customer must describe the Dispute and provide the Company with any supporting documentation reasonably requested by the Company. Likewise, if the Company has a Dispute with the Customer it will notify the Customer by letter sent to the Customer's billing address and attempt to resolve it before pursuing arbitration.

(M) Service Offerings moved to Original Sheet No. 18.2

4. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

4.2 Rules and Regulations

4.2.11 Terminal Equipment

4.2.13 Dispute Resolution

(N)

If the parties are unable to resolve the Dispute within 60 days of the initial notice, either party may request arbitration as described below.

MANDATORY ARBITRATION OF DISPUTES. ANY DISPUTE OF ANY KIND BETWEEN THE CUSTOMER AND THE COMPANY, OR ANY EMPLOYEE, AGENT, PRIVY OR AFFILIATED ENTITY OF EITHER PARTY, WILL BE RESOLVED BY FINAL AND BINDING ARBITRATION AS PRESCRIBED IN THIS SECTION. THE FEDERAL ARBITRATION ACT, NOT STATE LAW, GOVERNS THIS PROCESS, INCLUDING THE ARBITRABILITY OF ANY DISPUTE UNDER THIS TARIFF AND THE REVIEW OF ANY AWARD.

The arbitration will be conducted by and under the then-applicable commercial arbitration rules of the American Arbitration Association ("AAA") at the nearest AAA Case Management Center or other location as agreed upon by Customer and Company. A single neutral arbitrator engaged in the practice of law will conduct the arbitration. The arbitrator will be selected according to the rules of the American Arbitration Association or, alternatively, may be selected by agreement of the parties, who will cooperate in good faith to select the arbitrator. All expedited procedures prescribed by the applicable rules will apply. All required fees and costs will be paid equally by the parties as set forth in the AAA commercial arbitration rules. The arbitrator's decision and award will be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction.

No Dispute may be joined with another lawsuit, claim, dispute, or arbitration brought by any other person, or resolved on a class-wide basis. The arbitrator may not award damages that are barred by this tariff and may not award punitive damages.

If any party files a judicial or administrative action to resolve a Dispute without first complying with the provisions of this Section and another party successfully stays such action and/or compels arbitration, the party filing that judicial or administrative action must pay the other party's costs and expenses incurred in seeking such stay and/or compelling arbitration, including attorney's fees.

Notwithstanding the provisions of this Section, the Customer may file a complaint with the Commission.

If any portion of this Section is determined to be invalid or unenforceable, the remainder of this Section and this Tariff shall remain in full force and effect.

(N)

4. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

4.3 Service Offerings

4.3.1 Toll Service

Provides facilities to complete interLATA, intrastate or intraLATA, interexchange calls between two points. Customer makes call by dialing directly or with operator assistance. Direct Dialing includes 1 + Area Code (where necessary) + telephone number, or, in some cases for IntraLATA, users must access the Company's network by dialing 1010678 then 1 + Area Code + Number. For operator assistance a customer dials O only, O + telephone number or O + NPA + telephone number for IntraLATA calls.

Long Distance Service is offered to residential and business customers. The service permits direct dialed outbound calling at a per minute rate. Service is provided from pre-subscribed, dedicated or shared use access lines. Calls are billed in six second increments with a thirty (30) second minimum. No monthly recurring charges or minimum monthly billing requirements for outbound long distance calls will apply for those customers using the Company for both local and long distance service. A minimum monthly billing requirement of \$4.95/account per month will apply for customers using AIN for long distance service only.

(N)(I)

(N)(I)

4.3.2 Calling Card Service

Calling Card service provides facilities to complete interLATA and intraLATA calls between two points when the Customer is away from his/her premises. The requesting Customer is provided with a calling card which includes instructions for its use.

4.3.3 Toll-free Service

Toll-free Service provides for facilities for the Customer(s) to receive interLATA and intraLATA calls. The Customer will be assigned unique toll-free number(s) that, when dialed, will be routed via the Company's network and terminate at Customer's designated local access line(s).

4.3.4 Directory Assistance

The Company furnishes Directory Assistance Service whereby Customers may request assistance in determining telephone numbers in accordance with the rates and terms stated in Section 4.4. Service Rates.

4. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

4.4 Services and Rates

The Company's interexchange business services, calling card, and operator service offerings are being regulated in accordance with the principles and procedures established by Order Nos. 95-1734 and 96-55 issued in Docket No. 95-661-C.

All services listed are from Customer premises in South Carolina to any point in South Carolina unless otherwise indicated.

4.4.1 Toll Service

	<u>Per Minute</u>			<u>Billing</u>	<u>Monthly</u>		
	<u>Max.</u>	<u>Current</u>	<u>Minimum</u>	<u>Increment</u>	<u>Rate Max.</u>	<u>Current</u>	(T)
Residential Savings Plan (2)	.07	.07	30 seconds	6 seconds	\$4.00	\$4.00	

- (2) Service is only available to current customers of this service and will not be offered to new customers as of June 3, 2002.

4. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

4.4 Services and Rates (continued)

4.4.2 Toll-free Service

From points in South Carolina to Customer's premises in South Carolina.

Payphone origination charge - \$.30 per completed call

4.4.3 Calling Card Service

From any point in South Carolina to points in South Carolina:

	<u>Per Minute Rate</u>	<u>Minimum</u>	<u>Billing Increment</u>
Residential (1)	\$.19 (R)	1 minute	1 minute

A. Reserve for Future Use

B. Payphone origination charge

	<u>Rate Per Completed Call</u>
Residential	\$.30

C. Surcharge

	<u>Rate Per Completed Call</u>
Residential	\$.25

(1) Available to customer subscribing to Birch residential service

4. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

4.4 Services and Rates (continued)

4.4.4

(M)

(M) Directory Assistance moved to 1st Revised Sheet No. 26

4. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

4.4 Services and Rates (continued)

4.4.5 Birch Basic Business Line (1)

A. Toll Service

From Customer's premises in South Carolina to any other point in South Carolina.

	<u>Rate Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
Business (2)	\$.09	30 seconds	6 seconds
Business	.089	30 seconds	6 seconds

B. Toll-free Service

From points in South Carolina to Customer's premises in South Carolina.

1. Rates

	<u>Rate Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
Business (2)	\$.09	30 seconds	6 seconds
Business	.089	30 seconds	6 seconds

2. Charges

Payphone origination charge - \$.30 per completed call

Toll Free Surcharge \$5.00 per number

(I)

C. Calling Card Service

From any point in South Carolina to points in South Carolina:

	<u>Per Minute Rate</u>	<u>Minimum</u>	<u>Billing Increment</u>
Business	\$.19	30 seconds	6 seconds

Payphone origination charge - \$.30 per completed call

Surcharge - \$.25 per completed call

(1) Available to customers also subscribing to Birch Business Line local exchange service.

(2) This service is available to current Business subscribers of this service only and will not be offered to Business subscribers on or after October 1, 2001.

4. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)4.4 Services and Rates (continued)

4.4.5 Birch Basic Business Line (continued)

D. Birch Price Protection Plan (1)

(T)

1. Birch offers optional discounts for Customers that agree to a term commitment of 12 or 24 months. Customer is eligible for Price Protection Plan ("PPP") term pricing only where Customer has a minimum of three Birch Basic Business Line, as defined in Birch's SC P.S.C. Tariff No. 1, within an account. The 24-month commitment also qualifies Customers for a Local Exchange Service discount as provided in Birch's SC P.S.C. Schedule No. 1.
2. Customers subscribing to the PPP must commit to a written term service agreement in a form designated by Birch, which shall include, without limitation, Customer's term selection.
3. The term will commence on the billing date for the first new line or the first billing date after Customer executes a term service agreement if the service is currently being provided to Customer.
4. All rules, regulations, fees, charges, taxes and surcharges normally applicable to Birch Basic Business Line services shall apply. Any charges in any proposal or quotation are exclusive of taxes and surcharges. Term pricing may not be combined with any other offer.
5. If monthly term rates as specified in this Section decrease during the term period, Customer may elect to obtain the new rates by executing a new term service agreement with the new rates, with a new term commencement date, and an agreement to the same or greater commitment term period.
6. For Customers who establish a term service agreement, monthly Birch Basic Business Line rates will not change as a result of a Birch-initiated increase; however, if a Local Exchange Rate Group Reclassification occurs, as set forth in this Tariff, an adjustment for the remaining term of the term service agreement will be made.
7. If Customer disconnects Services or otherwise terminates its term service agreement prior to the end of the current term for any reason except for a failure by Birch to meet the terms of the Term Customer Service Level Objectives specified below, Customer agrees on the next monthly invoice to pay a termination charge as liquidated damages and not as a penalty, equal to the greater of:
 - a. \$50.00 per terminated line, or
 - b. \$10.00 per terminated line multiplied by the number of months remaining in the current term.

(1) See footnotes on Sheet No. 21.2

(N)

4. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

4.4 Services and Rates (continued)

4.4.5 Birch Basic Business Line (continued)

(D)

D. Birch Price Protection Plan (continued)

8. Customer may add or terminate new voice lines without termination liability, provided that Customer maintains service to its primary billed telephone number for the remainder of the term commitment and remits payment for any applicable charges, surcharges and fees.
9. The following Service Level Objectives apply to the PPP only, and are subject to all other provisions of this Tariff, including specifically but without limitation, any and all limitations of liability. Birch will use commercially reasonable efforts to provide Services in accordance with the following Service Level Objectives:
 - a. Complete loss of Service caused solely by a Birch network problem will be remedied within 8 business hours from Customer notification to Birch Network Maintenance ("BNM").
 - b. Partial loss of Service caused solely by a Birch network problem will be remedied within 12 business hours from notification to BNM.
 - c. Noise or static caused solely by a Birch network problem will be remedied within 16 business hours from notification to BNM.
10. As Customer's sole remedy for any failure to meet any of the above Service Level Objectives, unless such Service Level Objective is caused by an event outside the reasonable control of Birch, any event of force majeure, or any failure resulting from facilities, inside wiring or equipment of Customer or third parties, Customer may terminate its term commitment obligation without incurring termination liability. If Customer continues to use Birch service following any such notice of termination, Customer may continue to receive term pricing and pricing update notices.
11. A Service Level Objective failure shall be deemed to commence upon the opening of a trouble ticket with BNM, as requested by Customer, and shall be deemed to terminate upon the clearing of the same trouble ticket. No failure shall be deemed to have occurred unless Customer has provided reasonable assistance in an effort to diagnose the reported problem. Reasonable assistance includes, but is not limited to, requesting the opening of a trouble ticket from BNM promptly, providing Birch access to Customer's premises, if necessary, and assisting Birch with problem identification and resolution.

4. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

4.4 Services and Rates (continued)

4.4.5 Birch Basic Business Line (continued)

D. Birch Price Protection Plan (continued)

12. Customer shall be responsible at all times for the proper installation, operation and maintenance of any Customer-provided equipment used in connection with the Services. In addition, Customer shall ensure that all such equipment is technically and operationally compatible with the Services and in compliance with applicable laws and regulations.
13. If Customer relocates to another location in a Birch market where the same Services are available, Customer may transfer Services to the new location if the new Services equal or exceed the number of lines at the old location, upon payment of installation charges for the new location, if applicable; however, rates may vary by location, and Customer's rates may increase.
14. Services are for Customer's use only and may not be resold, and the term service agreement may not be transferred or assigned, by operation of law or otherwise, without Birch's prior written approval. Any attempted assignment or transfer without Birch's prior written approval shall be void.
15. In the event a governmental agency determines the term service agreement violates any law, rule or regulation, Birch shall have the option of terminating the term service agreement without further obligation to Customer or revising such agreement to comply with such law, rule or regulation.

(1) Effective September 7, 2008, this service is no longer available.

(N)

4. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

4.4 Services and Rates (continued)

4.4.5 Birch Basic Business Line (continued)

E. Birch Price Protection Plan (continued) (2)

16. Birch Price Protection Plan Rates (continued)

- a. Toll Service for calls from Customer's Premises in South Carolina to any point in South Carolina:

1. Rates

<u>12-Month Term Commitment</u>	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>	
No Volume Commitment	\$.059	30 seconds	6 seconds	(I)
\$10.00 Volume Commitment	.055	30 seconds	6 seconds	(I)
\$50.00 Volume Commitment	.050	30 seconds	6 seconds	(I)
\$100.00 Volume Commitment (1)	.049	30 seconds	6 seconds	(I)
\$100.00 Volume Commitment	.045	30 seconds	6 seconds	(I)
\$250.00 Volume Commitment (1)	.044	30 seconds	6 seconds	(I)
\$250.00 Volume Commitment	.040	30 seconds	6 seconds	(I)
\$500.00 Volume Commitment	.035	30 seconds	6 seconds	(I)
\$1000.00 Volume Commitment (1)	.039	30 seconds	6 seconds	(I)
<u>24-Month Term Commitment</u>	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>	
No Volume Commitment	\$.059	30 seconds	6 seconds	(I)
\$10.00 Volume Commitment	.055	30 seconds	6 seconds	(I)
\$50.00 Volume Commitment	.050	30 seconds	6 seconds	(I)
\$100.00 Volume Commitment (1)	.049	30 seconds	6 seconds	(I)
\$100.00 Volume Commitment	.045	30 seconds	6 seconds	(I)
\$250.00 Volume Commitment (1)	.044	30 seconds	6 seconds	(I)
\$250.00 Volume Commitment	.040	30 seconds	6 seconds	(I)
\$500.00 Volume Commitment	.035	30 seconds	6 seconds	(I)
\$1000.00 Volume Commitment (1)	.039	30 seconds	6 seconds	(I)

(1) Effective March 13, 2004, these rates are not available for new customers.

(2) Effective September 7, 2008, this service is no longer available.

4. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

4.4 Services and Rates (continued)

4.4.5 Birch Basic Business Line (continued)

D. Birch Price Protection Plan (continued) (3)

- b. Toll-Free Service for calls terminating to Customer's Premises in South Carolina from any other point in South Carolina:

1. Rates

<u>12-Month Term Commitment</u>	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>	
No Volume Commitment (2)	\$.069	30 seconds	6 seconds	(I)
No Volume Commitment	.059	30 seconds	6 seconds	(I)
\$10.00 Monthly Commitment	.055	30 seconds	6 seconds	(I)
\$50.00 Monthly Commitment	.050	30 seconds	6 seconds	(I)
\$100.00 Monthly Commitment (2)	.059	30 seconds	6 seconds	(I)
\$100.00 Monthly Commitment	.045	30 seconds	6 seconds	(I)
\$250 Per Monthly Commitment (2)	.054	30 seconds	6 seconds	(I)
\$250 Per Monthly Commitment	.045	30 seconds	6 seconds	(I)
\$500 Per Monthly Commitment	.045	30 seconds	6 seconds	(I)
\$1000 Per Monthly Commitment (2)	.044	30 seconds	6 seconds	

<u>24-Month Term Commitment</u>	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>	
No Volume Commitment (2)	\$.069	30 seconds	6 seconds	
No Volume Commitment	.059	30 seconds	6 seconds	(I)
\$10.00 Monthly Commitment	.055	30 seconds	6 seconds	(I)
\$50.00 Monthly Commitment	.050	30 seconds	6 seconds	(I)
\$100.00 Monthly Commitment (2)	.059	30 seconds	6 seconds	(I)
\$100.00 Monthly Commitment	.045	30 seconds	6 seconds	(I)
\$250.00 Monthly Commitment (2)	.054	30 seconds	6 seconds	(I)
\$250.00 Monthly Commitment	.045	30 seconds	6 seconds	(I)
\$500.00 Monthly Commitment	.045	30 seconds	6 seconds	(I)
\$1000.00 Monthly Commitment (2)	.044	30 seconds	6 seconds	(I)

2. Monthly Recurring Charge (1)	Per Number \$5.00	(I)
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- (1) Monthly Recurring Charge only applies to Birch PPP customers who sign up for Toll Free Service line after March 13, 2004.
 (2) Effective March 13, 2004, these rates are not available for new customers.
 (3) Effective September 7, 2008, this service is no longer available.

4. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

4.4 Services and Rates (continued)

4.4.6 Birch Business Volume Commitment Plans – Rates (2)

Volume commitment level can be met by a combination of Toll, Toll-free and Calling Card Services usage. These rates apply only to Business customers subscribing to a Birch Basic Business Line local exchange service as defined in Birch's SC P.S.C. Tariff No. 1.

A. Toll Service

<u>Total Usage – No Volume Commitment</u>	<u>Rate Per Minute</u> See Section 4.4	<u>Minimum</u>	<u>Billing</u> <u>Increment</u>	
<u>Total Usage – \$10.00 Volume Commitment</u>	<u>Rate Per Minute</u>	<u>Minimum</u>	<u>Billing</u> <u>Increment</u>	
Intrastate	\$.069	30 seconds	6 seconds	(I)
<u>Total Usage – \$100.00 Volume Commitment</u>	<u>Rate Per Minute</u>	<u>Minimum</u>	<u>Billing</u> <u>Increment</u>	
Intrastate (1)	\$.059	30 seconds	6 seconds	(I)
<u>Total Usage – \$250.00 Volume Commitment</u>	<u>Rate Per Minute</u>	<u>Minimum</u>	<u>Billing</u> <u>Increment</u>	
Intrastate (1)	\$.054	30 seconds	6 seconds	(I)
<u>Total Usage – \$500.00 Volume Commitment</u>	<u>Rate Per Minute</u>	<u>Minimum</u>	<u>Billing</u> <u>Increment</u>	
Intrastate (1)	\$.049	30 seconds	6 seconds	(I)
<u>Total Usage – \$1000.00 Volume Commitment</u>	<u>Rate Per Minute</u>	<u>Minimum</u>	<u>Billing</u> <u>Increment</u>	
Intrastate (1)	\$.044	30 seconds	6 seconds	(I)

(1) Effective March 13, 2004, these rates are not available for new customers.

(2) Effective September 7, 2008, this service is no longer available.

4. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

4.4 Services and Rates (continued)

4.4.6 Business Volume Commitment Plans – Rates (continued) (2)

B. Toll-Free Service

1. Rates

<u>Monthly Usage for Volume Commitment</u>	<u>Rate Per Minute</u>
No Volume Commitment	\$.089
\$10.00 Volume Commitment (1)	.089
\$10.00 Volume Commitment	.089
\$100.00 Volume Commitment (1)	.069
\$250.00 Volume Commitment (1)	.064
\$500.00 Volume Commitment (1)	.059
\$1000.00 Volume Commitment (1)	.054

2. Monthly Recurring Charge (1)	Per Number \$5.00
---------------------------------	----------------------

(I)

(1) Effective March 13, 2004, these rates are not available for new customers.

(2) Effective September 7, 2008, this service is no longer available.

4. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)4.4 Services and Rates (continued)

4.4.6 Business Volume Commitment Plans – Rates (continued) (2)

(T)

C. Calling Card

<u>Monthly Usage for Volume Commitment</u>	<u>Rate Per Minute</u>
No Volume Commitment	\$.20
\$10.00 Volume Commitment	\$.20
\$100.00 Volume Commitment (1)	\$.20
\$250.00 Volume Commitment (1)	\$.20
\$500.00 Volume Commitment (1)	\$.20
\$1000.00 Volume Commitment (1)	\$.20

Additional charges apply as set out in Section 4.4.3

(1) Effective March 13, 2004, these rates are not available for new customers.

(T)

(2) Effective September 7, 2008, this service is no longer available.

(N)

4. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

4.4 Services and Rates (continued)

4.4.6 Birch Business Long Distance Only (1)

This service applies to Business customers that do not subscribe to the Birch Basic Business Line local exchange service.

A. Toll Service (1)

For calls originating from Customer's premises in Texas and terminating at any other point in Texas:

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>	
\$100 Per Month Commitment	\$0.069	30 seconds	6 seconds	(I)
\$500 Per Month Commitment	\$0.065	30 seconds	6 seconds	(I)
Monthly Recurring Charge			\$1.95	(N)(I)

B. Toll Free Service (1)

For calls terminating to Customer's premises in South Carolina from any other point in South Carolina:

1. Rates

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>	
\$100 Per Month Commitment	\$0.089	30 seconds	6 seconds	(I)
\$500 Per Month Commitment	\$0.089	30 seconds	6 seconds	(I)

2. Monthly Recurring Charge	Per Number	(I)
	\$5.00	

(1) Effective September 7, 2008, this service is no longer available.

4. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

4.4 Services and Rates (continued)

4.4.7 Residential Toll Service

<u>Per Minute</u>			<u>Billing</u>	<u>Monthly</u>		
<u>Max.</u>	<u>Current</u>	<u>Minimum</u>	<u>Increment</u>	<u>Rate Max.</u>	<u>Current</u>	
\$4.00	.095	30 seconds	6 seconds	\$10.00	n/a	(T)

4.4.8 Residential Toll-free Service

From points in South Carolina to Customer's premises in South Carolina.

<u>Per Minute</u>			<u>Billing</u>	<u>Monthly</u>		
<u>Max.</u>	<u>Current</u>	<u>Minimum</u>	<u>Increment</u>	<u>Rate Max.</u>	<u>Current</u>	
\$4.00	.08	30 seconds	6 seconds	\$10.00	\$5.00	(T)

4. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

4.4 Services and Rates (continued)

4.4.9 Residential Calling Card Service

From any point in South Carolina to points in South Carolina:

<u>Per Minute Rate</u>	<u>Minimum</u>	<u>Billing Increment</u>
\$.19 (R)	1 minute	1 minute

A. Reserved for Future Use

B. Payphone origination charge

Rate Per Completed Call

\$.30

C. Surcharge

Rate Per Completed Call

\$.25

4. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

4.4 Services and Rates (continued)

4.4.10 Reserved for Future Use (T)(M)

(M) Residential Default Rate moved to Original Sheet No. 26.2.

4. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

4.4 Services and Rates (continued)

4.4.10 Residential Default Rate

Default (also known as Casual) Rate: A per-minute rate, with a three-minute minimum, is applicable to interLATA or intraLATA intrastate calls placed by callers who access Birch Telecom service by dialing 1010678 or 1015990. This rate is applicable to residential lines for which Birch Telecom is not the presubscribed interexchange carrier.

This charge does not apply to any former residential customers who qualify for Birch Long Distance Only Plans.

Rate: \$. 099 **(R)**

4. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

4.5 Miscellaneous Services

4.5.1 Default Rate

Default (also known as Casual) Rate: A per-minute rate, with a three-minute minimum, is applicable to interLATA or intraLATA intrastate calls placed by callers who access Birch Telecom service by dialing Birch's 1010XXXX numbers or are no longer a Birch Telecom local customers but did not change their long distance carrier. This rate is applicable to business lines for which Birch Telecom is not the presubscribed interexchange carrier.

This charge does not apply to any former business customers who qualify for Birch Long Distance Only Plans.

Rate: \$. 099 **(R)**

4.5.2 Directory Assistance

A. Local – See South Carolina Local Exchange Services Tariff

B. Long Distance

- Sent-Paid	<u>Per Request</u> \$1.25
-------------	------------------------------

(D)
|
(D)

C. National

- Sent-Paid	<u>Per Request</u> \$1.25
-------------	------------------------------

(D)
|
(D)

4. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

4.5 Miscellaneous Services

4.5.3 Non-Recurring Charges - Business

Non-recurring charges apply to all Birch business products.

Toll Service Non-recurring Charges (1)

(T)

Add validated account codes, per account, per request	\$10.00
Replace all/change all digit length account codes, per account	50.00

Toll Free Service Non-recurring Charges (1)

(T)

Add toll free number to account, per number	\$10.00
Move toll free number from one account to another, per number	5.00
Change number, restriction, terminating number, per number	5.00

4.5.4 International Block

International Block will allow both IntraLATA and InterLATA calls to complete for any number on the North American Dialing Plan (NADP) but block any international call attempted. The NADP include all of the mainland U.S, off shore U.S, Canada, and all 809 NPA's. This feature will be provided on a demand basis and is available to business and residential customers. Business customers who request this feature, after the customer has converted their local service to Birch, will be billed the non-recurring charge. The non-recurring charge will be waived if the customer request this feature at the time of conversion

A. Rates and Charges

The following rates and charges apply in addition to the established rates and charges for the services with which this feature is associated.

Monthly Rates

International Block	\$0.00
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(1) See footnote on Sheet No. 26.2.

(N)

4. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

4.5 Miscellaneous Services

4.5.5 Residential Non-recurring Charges (1)

(T)

Non-recurring charges apply to all Birch residential products.

Toll Service Non-recurring Charges

Maximum Charges

Add validated account codes, per account, per request	\$ 40.00
Replace all/change all digit length account codes, per account	100.00

Current Charges

Add validated account codes, per account, per request	\$10.00
Replace all/change all digit length account codes, per account	50.00

Toll Free Service Non-recurring Charges

Maximum charges

Add toll free number to account, per number	\$40.00
Move toll free number from one account to another, per number	20.00
Change number, restriction, terminating number, per number	20.00

Current charges

Add toll free number to account, per number	\$10.00
Move toll free number from one account to another, per number	5.00
Change number, restriction, terminating number, per number	5.00

4.5.6 Residential Default Rate

Default (also known as Casual) Rate: A per-minute rate, with a three-minute minimum, is applicable to interLATA or intraLATA intrastate calls placed by callers who access Birch Telecom service by dialing 1010678 or 1015990. This rate is applicable to residential lines for which Birch Telecom is not the presubscribed interexchange carrier.

This charge does not apply to any former residential customers who qualify for Birch Long Distance Only Plans.

Rate: \$.099 (R)

(1) Effective September 7, 2008, this service is no longer available, see "Service Order Charges"

(N)

4. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

4.5 Miscellaneous Services

4.5.6 Location-to-Location Long Distance Calling Plan

(N)

Location-to-Location Long Distance Calling Plan is an offering available to new multi-location Birch Basic Business Line or BirchLink T service Customers who sign a term agreement for no greater than five lines. The Customer subscribing to this Plan will receive a discounted dial "1" long distance rate for up to five lines at only those Customer locations in which Customer has selected the Company as its presubscribed interexchange carrier. Eligible locations under Customer's account must be within a parent/child billing relationship. The Location-to-Location rates are only applicable for calls originating from one Birch local service line at a Customer location and terminating to another Birch local service line at any other of Customer's locations under the same account. All other calls, such as Toll-Free Service calls, etc., will be charged the applicable tariffed rate associated with the Customer's separately selected long distance calling plan.

A. Toll Service

For calls originating from one local Birch service line at Customer's premises and terminating at a separate local Birch service line at any other of Customer's premises under the same Customer account:

	<u>Per Minute</u>
Rates	\$0.02
	<u>Per Line</u>
Monthly Recurring Charge	\$29.00

B. Toll-Free Service

See Customer's selected Birch Long Distance Plan

C. Calling Card Service

See Customer's selected Birch Long Distance Plan

4. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

4.5 Miscellaneous Services

4.5.7 Service Order Charges

Service Order Charges apply for changes in service and for additions to service. Service Order Charges are in addition to all other applicable nonrecurring charges identified in this tariff.

Charge	Maximum Price	Current Price
Feature Add or Change	\$40.00 per Order	\$10.00 per Order
Basic Service Change	\$40.00 per Order	\$10.00 per Order
Establishing or Re-arranging Hunting	\$40.00 per Order	\$10.00 per Order
Directory Listing Change	\$40.00 per Order	\$10.00 per Order
Invoice Change	\$100.00 per Order	\$25.00 per Order
Transfer of Service	\$100.00 per Order	\$25.00 per Order
TN Change	\$100.00 per Order	\$25.00 per Order
Line Signaling Change	\$100.00 per Order	\$25.00 per Order
Vanity Number Search	\$100.00 per Order	\$25.00 per Order
Establishing Dual Service	\$100.00 per Order	\$25.00 per Order
Expedite Service Charge (LWC/UNE)	\$200.00 per Order	\$50.00 per Order
Expedite Service Charge (Facilities)	\$800.00 per Day per Line	\$200.00 per Day per Line
Expedite Service Charge (T1 Circuits)	\$2,380.00 per Day per Circuit	\$595.00 per Day per Circuit

4.5.8 Paper Invoice Fee

(N)

All customers that do not receive E-bill (Electronic Invoicing) will receive a paper invoice charge of \$1.95 per invoice (\$7.80 maximum). This charge represents the costs for printing, postage, mail handling and management of paper invoices. You may avoid this charge by registering for E-bill online or by contacting customer service.

|(N)

4. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

4.5 Promotions

(M)

From time to time, the Company may elect to offer special promotions to its customers. These promotions will generally consist of a reduced price, a waiver of installation charges, or a free service with a purchase of another service.

Any promotional waiver or discounted rate will apply only one time per customer for each service in any given wire center prefix during the course of the promotional period, subject to prior notification and approval by the Commission.

The Company will provide written notice to the Commission no less than seven (7) days prior to the beginning of each promotion period identifying the promotion and the exchanges within which the promotion will be offered. If facilities permit, all residence and/or business customers will be offered the same opportunity to take advantage of the same terms and conditions under the promotions in which to subscribe to residence or business services.

(M)

(M) Promotion previously located on Original Sheet No. 26